CITY OF CLOQUET PROJECT LABOR AGREEMENT

ARTICLE I PURPOSE

This Agreement is entered into this	day of		_, 20 b	y and between
, it successors	or assigns	(hereinafter	"Project	Contractor"),
1 (hereinafter "Owner")	and the Dul	uth Building	and Con	struction Trade
Council, on behalf of its affiliated local un	ions, acting on	their own bel	nalf and or	n behalf of their
respective affiliates and members whose	names are sub	scribed hereto	and who	have, through
their duly authorized officers, executed	this Agreeme	nt, hereinafte	r collectiv	vely called the
"Union or Unions", with respect to the con	nstruction of th	ne		
[name of Project], hereinafter "Project".				
The term "Contractor" shall include all co	nstruction con	tractors and su	ıbcontract	ors of whatever
tier engaged in construction work within	the scope of	this Agreeme	ent, includ	ing the Project
Contractor when it performs construction	work within	the scope of	this Agre	ement. Where
specific reference to	[name of P	roject Contrac	tor] alone	is intended, the
term "Project Contractor" is used.				

The parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to establish a framework for labor-management cooperation and stability. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

¹ Where the work is performed under Contract with the City of Cloquet, the "Owner" is the City of Cloquet. Where the Owner receives financial assistance or payment from the City the Owner is the corporation, firm or other entity that is receiving the assistance or payment.

ARTICLE II SCOPE OF AGREEMENT

<u>Section 1</u>. This Project Labor Agreement shall apply and is limited to all construction work included in all bid categories for the Project under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: [list all aspects of the construction work involved.]

<u>Section 2</u>. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Labor Agreement by executing this Agreement prior to commencing work. This Project Labor Agreement is a material term of the bid specifications for the Project and therefore, regardless of whether a contractor executes this Agreement, by virtue of the owner and/or Project Contractor accepting the bid offer of the Contractor, a Contractor who performs work on this project is bound to this PLA regardless of their execution of this Agreement. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, The National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Labor Agreement, which shall apply to such work.

<u>Section 3</u>. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

<u>Section 4</u>. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

<u>Section 5</u>. The Owner and/or Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

<u>Section 6</u>. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Labor Agreement will not have further force or effect on such items or areas, except when the Project Contractor or

Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

<u>Section 7</u>. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

<u>Section 8</u>. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisor employees as defined by the National Labor Relations Act. No Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. However, any Contractor performing work on the Project which is not party to a Local Area Labor Agreement for a craft employed by the Contractor, agrees to install hourly wage rates, hours, fringe benefit contributions, referral procedures and all other terms and conditions of employment as fully set forth in the applicable Local Area Agreement as described in Schedule A for work on the Project for each craft employed by the Contractor. But in no event shall the wages be less than the wages that are applicable to this project under the Minnesota Prevailing Wage Act, Minn. Stat. § 177.43. All employees covered by this Agreement shall be classified in accordance with the work performed.

<u>Section 10</u>. The Contractors agree to timely pay contributions to the established employee benefit funds in the amounts designated in the Local Area Labor Agreements attached as Schedule A.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

<u>Section 11</u>. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, ready mix, asphalt or other similar material and all workers removing any materials from the construction site shall receive a total package of wages and benefits at least and not lower than the wages and benefits provided for in the then current Highway, Heavy Construction Agreement between Teamsters Local 346 and the Associated General Contractors of America, or the Highway Heavy Prevailing Wage Schedule, whichever is greater.

ARTICLE III UNION RECOGNITION AND UNION SECURITY

<u>Section 1</u>. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

<u>Section 2</u>. All employees covered by this Agreement now in the employ of the Contractor shall remain members in good standing in their respective Unions during the term of the Agreement and all employees hereinafter employed by the Contractor will become members of the respective Unions within seven (7) days after the date of their employment and shall remain members of the Unions in good standing during the term of this Agreement.

<u>Section 3</u>. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply fully with the posted visitor and security and safety rules of the Project.

ARTICLE IV REFERRAL OF EMPLOYEES

Applicants for the various classifications covered by this Agreement required by the Employer or Contractors on the Project shall be referred to the Contractors by the Unions. The Unions represent that its local unions administer and control their referrals and it is agreed that these referrals will be made in a non-discriminatory manner and in full compliance with Federal and State laws.

ARTICLE V MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement or the applicable local area agreements, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause.

ARTICLE VI WORK STOPPAGES AND LOCKOUTS

<u>Section 1</u>. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Unions or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

<u>Section 2</u>. The Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site or any site of a

contractor or supplier necessary for the performance of work at the project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than thirty (30) days.

Section 3. The Unions shall not be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

<u>Section 4</u>. Any party alleging a breach of this Article shall have the right to petition a court for temporary and permanent injunctive relief. The parties agree that the moving party, upon proving a breach of this Agreement, shall be entitled to temporary and permanent injunctive relief.

ARTICLE VII SAFETY

The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state and local health and safety laws and regulations.

ARTICLE VIII UNION-MANAGEMENT COOPERATION COMMITTEE

The parties to this Agreement agree to form a Union-Management Committee, consisting of signatory unions, contractors, and representatives of St. Louis County. The purpose of the Committee is to ensure cooperation on matters of mutual concern, including productivity, quality of work, safety and health.

ARTICLE IX DISPUTES AND GRIEVANCES

<u>Section 1</u>. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

- <u>Section 2</u>. The Contractors, Unions, and the employees, collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- <u>Section 3</u>. Any question or dispute arising out of and during the term of this Project Labor Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:
- Step 1. (a) When an employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within ten (10) working days after the occurrence of the violation, or knowledge of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Local Area Agreement and/or this PLA alleged to have been violated.
- (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within seven (7) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
- Step 2. The Business Manager or his or her designee of a Local Union and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.
- Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven(7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) neutral arbitrators from which the Arbitrator shall be selected. The parties shall alternatively strike arbitrators from the list until one remains, who shall preside at the hearing. The party striking first shall be determined by the flip of a coin. The decision of the Arbitrator shall be final and

binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

<u>Section 4</u>. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE X JURISDICTIONAL DISPUTES

<u>Section 1</u>. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

<u>Section 2</u>. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

<u>Section 3</u>. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

<u>Section 4</u>. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII HELMETS TO HARDHATS

<u>Section 1</u>. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

<u>Section 2</u>. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIII LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the Owner or Project Contractor may have, including without limitation the right to terminate the contract.

ARTICLE XIV NO DISCRIMINATION

<u>Section 1</u>. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

<u>Section 2</u>. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

<u>Section 3</u>. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XV SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE XVI DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective _______, 20___ and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by

all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

OWNER	PROJECT CONTRACTOR
By: Its:	By: Its:
DULUTH BUILDING & CONSTRUCTION TRADES COUNCIL	
By: Its:	

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT

_	agrees that it has reviewed a copy of the Project Labor
	Project located in Cloquet, Minnesota tion Trades Council and further agrees to become a party
to and bound to the foregoing Agreement	
to the foliations regards	
Attest:	
rttest.	
SIGNED FOR THE EMPLOYER:	Dated:
Company Name	
	-
Company Address	
	-
Phone No., Job Site and/or Office	
	_
Fax No.	
By	
Бу	
	_

Title

SCHEDULE "A"

For a copy of the current Local Area Collective Bargaining Agreement referenced in Article II, Section 9 of the PLA please contact directly the Local Union representing the craft for the work to be performed or contact president@duluthbuildingtrades.com.

- A-1 Asbestos Workers Local 49 dave@insulatorslocal49.org
- A-2 Boilermakers Local 647 <u>Bpolchow647@outlook.com</u>
- A-3 BAC Local 1 Chapter 3 Duluth and Iron Range spaczynski@bac1mn-nd.org
- A-4 Carpenters Local 361 chill@ncsrcc.org
- A-5 Cement Masons/Plasters Local 633 mikes@local633.org
- A-6 Elevator Constructors Local 9 d.aaserud@local9.com
- A-7 IBEW Local 242 dsmithlcl242@unions-america.com
- A-8 Iron Workers Local 512 darrell@iron512.com
- A-9 Laborers Local 1091 laborers@local1091.com
- A-10 Millwrights Local 1348 wnordin@ncsrcc.org
- A-11 Operating Engineers Local 49 edgulland@local49.org
- A-12 Painters & Allied Trades Local 106 president@duluthbuildingtrades.com
- A-13 Plumbers & Fitters Local 11 jeff@ualocal11.com

- A-14 Roofers Local 96 valocal96@yahoo.com
- A-15 Sheet Metal Workers Local 10 dchristy@smw10.org
- A-16 Sprinkler Fitters Local 669 westby@mabeltel.coop
- A-17 Teamsters Local 346 local@teamsters346.com

ASBESTOS WORKERS LOCAL 49

Dave Cartwright 2002 London Road #210 Duluth, MN 55812 (218) 724-3223 / Fax# 724-1870 dave@insulatorslocal49.org

CARPENTERS LOCAL 361

Jeremy Browen 5238 Miller Trunk Hwy Hermantown, MN 55811 (218) 724-3297 / Fax# 724-8536 jbrowen@ncsrcc.org

IBEW LOCAL 160

Robert Boogren & Andrew Kieffer 2909 Anthony Lane St. Anthony, MN 55418 (612) 781-3126 / Fax# 781-4225 rjb@ibew160.org adk@ibew160.org

LABORERS LOCAL 1091

Dan Olson, Secretary 2002 London Road #119 Duluth, MN 55812 (218) 728-5151 / Fax# 728-2431 laborers@local1091.com

PAINTERS LOCAL 106

Craig Olson, *President* 2002 London Road #106 Duluth, MN 55812 (218) 724-6466 / Fax# 724-7359 president@duluthbuildingtrades.com

SHEET METAL WORKERS LOCAL 10

Doug Christy 6279 Industrial Road Saginaw, MN 55779 (218) 724-6873 / Fax# SAME dchristy@smw10.org

BOILERMAKERS LOCAL 647 BAC LOCAL #1 CHAPTER 3

Bill Polchow 1007 NW 4th Street, Ste C Grand Rapids, MN 55744 (218) 326-2522 / Fax# SAME bpolchow647@outlook.com

CEMENT MASONS LOCAL 633

Michael Syversrud 2002 London Road #112 Duluth, MN 55812 (218) 724-2323 / Fax# 724-2472 mikes@local633.org

IBEW LOCAL 242

Don Smith 2002 London Road #111 Duluth, MN 55812 (218) 728-6895 / Fax# 728-1965 dsmithlcl242@unions-america.com

DULUTH & IRON RANGE

Stan (Ogie) Paczynski 2002 London Road #100 Duluth, MN 55812 (218) 724-8374 / Fax# 724-8341 spaczynski@bac1mn-nd.org

ELEVATOR CONSTRUCTORS LOCAL 9

Dave Aaserud 433 Little Canada Rd E Little Canada, MN 55117 (651) 287-0817 / Fax# 287-0 d.aaserud@local9.com

IRON WORKERS LOCAL 512

Darrell Godbout, Vice President 3752 Midway Road Hermantown, MN 55810 (218) 724-5073 / Fax# 724-1525 darrell@iron512.com

MILLRIGHTS & MACHINERY OPERATING ENGINEERS **ERECTORS LOCAL 1348** LOCAL 49

Wayne Nordin & Jason Odella 726 4th Street N (218) 741-6314 / Fax# 741-6017 wnordin@ncsrcc.org jodella@ncsrcc.org

PLUMBERS & FITTERS LOCAL 11 ROOFERS LOCAL 96

Andrew Campeau 4402 Airpark Boulevard Duluth, MN 55811 (218) 727-2199 / Fax# 727-2298 andy@ualocal11.com

SPRINKLER FITTERS LOCAL 669

Gene Stevens PO Box 16110 Duluth, MN 55816 (218) 729-6348 gstevenschief@gmail.com

Vance Anderson 1145 Villa Vista Circle Cromwell MN 55726 (218) 644-1096 / Fax# SAME valocal96@yahoo.com

Eric Gulland & Mike Parrott

(218) 724-3840 / Fax# 728-1441

2002 London Road #116

edgulland@local49.org

mwparrott@local49.org

TEAMSTERS LOCAL 346

Rod Alstead 2802 West 1st Street Duluth, MN 55806 (218) 628-1034 / Fax# 628-0246 local@teamsters346.com

Building Trades Affiliates Contract Expirations

Heat & Frost Insulators Local 49	May 31, 2020
Boilermakers Local 647	December 31, 2019
Bricklayers Local 1	April 30, 2018
Carpenters Local 361	April 30, 2020
Cement Masons Local 633	April 30, 2020
Elevator Constructors Local 9	July 8, 2022
Glaziers Local 106	April 30, 2020
IBEW Local 242	May 31, 2019
Iron Workers Local 512	April 30, 2019
Laborers Local 1091	April 30, 2020
Millwright Local 1348	April 30, 2018
Operator Engineers Local 49 (Bldrs)	April 30, 2019
(Hwy Heavy)	April 30, 2020
Painters Local 106	April 30, 2020
Plumbers & Steamfitters Local 11	April 30, 2020
Roofers Local 96	June 30, 2021
Sheet Metal Local 10	April 30, 2019
Sprinkler Fitters Local 669	March 31, 2021
Teamsters Local 346	April 30, 2019

Updated 12/28/2017



HEAT AND FROST INSULATORS & ALLIED WORKERS

LOCAL 49

2002 LONDON ROAD, ROOM 210 DULUTH, MINNESOTA 55812 www.insulatorslocal49.org

> Tel: 218-724-3223 Fax: 218-724-1870

May 31, 2017

To whom it may concern,

The allocation of the wage increase effective June 5st 2017 is as follows:

	Mechanic	4 th Year	3 rd Year	2 nd Year	1 st Year
Base Wage	\$29.17	\$21.83	\$19.13	\$16.49	\$13.79
Savings	\$8.00	\$6.00	\$4.76	\$3.50	\$2.26
Union Dues	\$3.59	\$3.59	\$3.59	\$3.59	\$3.59
Health & Welfare	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
HRA	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Pension	\$9.45	\$7.56	\$6.08	\$4.57	\$3.09
Local Training	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65
Nat'l Training	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Industry Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
LMCT	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total	\$58.81	\$47.58	\$42.16	\$36.75	\$31.33

Total Taxable \$40.76 \$31.42 \$27.48 \$23.58 \$19.64

Please feel free to call the Local office with questions or concerns.

Sincerely,

David A. Cartwright Business Manager

CASE 0:21-cv-00227-DWF-LIB Doc. 1-2 Filed 01/28/21 Page 17 of 39

International Brotherhood of

BOILERMAKERS - IRON SHIP BUILDERS

9459 N.W. Highway 10, Suite 105 Ramsey, MN 55303-7280



BLACKSMITHS - FORGERS & HELPERS

Local Lodge No. 647

Luke A. VoigtBusiness Manager/Secretary Treasurer 763-712-9930 . Fax: 763-712-9935

February 5, 2018

TO WHOM IT MAY CONCERN:

The following wage package changes listed below become effective 03/01/2018 thru 12/31/2018 for Boilermakers Local Lodge #647. Pursuant to action taken by the Pension Trustee's, effective March 1, 2018 the pension contribution rate will increase by \$.28. This increase shall be subtracted from the hourly wage and moved to the pension.

CHANGES AS OF:	March 1, 2018	Effective:	03/01/2018
Decrease General Foreman	\$28	General Foreman Wage	\$ 42.22
Decrease Foreman	28	Foreman Wage	40.22
Decrease Journeyman	28	Journeyman Wage	37.22
Increase Pension	.28	Pension Trust	14.42
		Annuity Trust	4.75
		Health & Welfare Fund	7.07
		Retiree Welfare Plan	.50
		Apprenticeship Fund	.40
		MOST	.34
		647 D&T	.51
		Deductions (after tax)	
		Vacation Trust	2.00
		647 Political Action Fund	.05
		(See attached letter)	

All other benefits and deductions remain the same for the Great Lakes Articles of Agreement as listed further in this letter.

Subsistence will be paid under the terms and conditions of the Great Lakes Articles of Agreement. For the provisions of the agreement on subsistence, Addendum A of the agreement states effective 01/01/2018 thru 12/31/2018 the daily rate of Subsistence is \$65.00 per day if a Boilermaker's permanent address is 50 miles from the jobsite.

Addendum B was created and instilled in the Great Lakes Area Articles of Agreement. This addendum is in force from March 1, 2018 thru May 31, 2018 in the states of North Dakota and South Dakota and needs to be renewed each year thereafter. The addendum outlines a \$2.00 hourly wage increase for certified pressure (tube) welding Journeymen Boilermakers and certified pressure (tube) welding

Page 2

Apprentices shall receive Journeyman rate during this timeframe while working in the jurisdiction outlined above. Addendum B will be provided upon request, please contact Local 647 for a copy.

Boilermaker-Blacksmith National Pension Trust (\$14.42), National Annuity (\$4.75), National Health & Welfare Fund (\$7.07), Boilermakers Great Lakes Region Retiree Welfare Plan (\$.50), Boilermakers 647 D&T Fund (\$.51), and Boilermakers 647 Political Action Fund (\$.05 deducted after taxes, see attached letter) are to be paid on hours <u>PAID</u>, not hours worked.

Vacation Trust (\$2.00 deducted after taxes), Apprenticeship Fund (\$.40) and MOST (\$.34) are to be paid on hours <u>WORKED</u>.

647 Political Action Fund and 647 D&T Fund monies will be submitted to Local 647 on separate forms and will require separate checks for each fund. (See attached letter)

Boilermakers receive time and one-half over the established workday of eight hours and all time worked on Saturdays. All time worked on Sundays and holidays are double time.

Effective November 1, 2011, Field Dues increased to 4.25% of the gross pay, which is remitted to Local 647.

An Emergency Work Addendum has been added to the Great Lakes Articles of Agreement which provides for time and one half rate of pay for unscheduled emergency outages. If you would like a copy of this addendum please contact Local 647.

This is the second year of our three year agreement. In 2019 there will be a \$1.40 increase, yet to be allocated.

If you have any questions please call me at 763-712-9930.

Very truly yours,

The For

Luke A. Voigt

Business Manager/Secretary Treasurer

Boilermakers Local Lodge #647

LAV/vm opeiu #12

Bricklayers and Allied Craftworkers

Local Union 1 Minnesota / North Dakota

All Associated General Contractors

Minnesota Masonry Contractors

Independent Contractors

312 Central Avenue, Suite 328 Minneapolis, Minnesota 55414

"Building For the Future"

TELEPHONE: 612/379-2966

FAX: 612/379-8754

MICHAEL J COOK President/Secretary-Treasurer

Scope of the Agreement

This agreement shall cover all of the part of St. Louis County, south of a line between townships 54 and 55 (two miles north of Cotton), also the eastern half of Aitkin County on a line with the northeast boundary line of Mille Lacs County, also Carlton, Lake, Cook,

Pine and Kanabec.

February 1, 2017

Chapter #3 Duluth Area

To:

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION 1 MINNESOTA / NORTH DAKOTA DULUTH AREA – BRICKLAYERS, BLOCKLAYERS AND P.C.C.'S

This is to advise you that the new working agreement calls for a \$1.95 increase per hour on May 1, 2017. Please inform your bookkeeping department of the following rates.

The total wage rate effective May 1, 2017 for members of the Bricklayers and Allied Craftworkers will be as follows:

	HEALTH		IU & PPA	LOCAL	DUL	DUL					
WAGES	\$BANK - RPP	HRA	PENSION	PENSION	ANN	VAC	DUES	IMI	APPR	FCF	TOTAL
30.64	(9.16 + 1.10)	0	(1.50 + .64)	7.60	2.85	2.00	1.31	.58	.30	.02	57.70

Base Rate: \$30.64 Vacation, Dues Check Off: \$3.31

Taxable Amount: \$33.95

FOREMAN RATE - The NEW Foreman rate shall be an additional \$3.75 above the scale.

REFRACTORY - The Refractory Base Wage rate shall be \$32.14 with above fringe benefits.

VACATION PAY - Vacation Pay shall be pyramided in all overtime pay. Time and one-half = \$3.00

Double-time =\$4.00

Sincerely,

Michael J Cook.

8 – 2017

APPRENTICE WAGES

TAXABLE

Michael J. Cook President / Secretary - Treasurer Bricklayers and Allied Craftworkers Local Union 1Minnesota / North Dakota

0 - 1999 hours 65% - \$19.92 \$23.23* 2000 - 3999 hours 75% - \$22.98 \$26.29* 4000 - 5999 hours 85% - \$26.04 \$29.35* 6000 hours full wages & fringe benefits * Taxable wage - Includes Vacation and Dues

BASE WAGE

G. Forty (40) Hour Week: The Employer and the Union agree to work forty (40) hours per week, Monday through Friday, with no more than ten (10) hours worked in each day, if mutually agreeable between both parties. No extra men shall be hired or transferred to a job for Friday, if the forty (40) hour work week was completed by Thursday.

FOREMEN

The minimum scale for foremen shall be \$2.25 per hour above Journeyworker scale with an addition increase of \$0.25 on May 1, 2018.

SUBSISTENCE

In the Minnesota Counties of Pine, St. Louis and Cook and in the Wisconsin Counties of Douglas and Bayfield, subsistence shall be paid employees, at the rate of \$30.00 for each day worked on the job, and on jobs located more than 50 miles, by the most direct road route from the nearest point of the city limits of Duluth.

In the Minnesota County of Lake subsistence shall be paid at the rate of \$30.00 for each day worked on the job, on jobs located more than 40 miles, by the most direct road route from the city limits of Duluth.

Provided, that on jobs where an Employee might be eligible for subsistence as per above, no subsistence shall be paid him if his residence is within applicable mileage area, by the most direct road route, from the job site. It is the Employees responsibility to establish the fact that his residence is more than the required number of miles from the jobsite, to the satisfaction to the Employer. There will be no subsistence required in Carlton County.

LOCAL 361 COMMERCIAL WAGES AND FRINGES

Effective May 1, 2017			Dedu	ctions		Frii	nge Bene	efits			
Classification		Percent (%)	Gross Wages	Savings	Dues	Health	DB Pension	DC Pension	Apprentice/ Education	Fair Contracting	Total Package
Foreman (+2.25	Above JP)	100%	\$32.82	-\$1.46	-\$1.22	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$50.80
Journeyperson		100%	\$30.57	-\$1.46	-\$1.22	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$48.55
Apprentice	6125-7000	97%	\$29.65	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$47.63
	5250-6125	93%	\$28.43	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$46.41
	4375-5250	88%	\$26.90	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$44.88
	3500-4375	83%	\$25.37	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$43.35
	2625-3500	78%	\$23.84	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$41.82
	1750-2625	73%	\$22.32	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$40.30
	875-1750	68%	\$20.79	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$38.77
	0-875	63%	\$19.26	-\$1.46	-\$0.92	\$7.09	\$7.05	\$3.22	\$0.60	\$0.02	\$37.24

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May 1, 2017 Increase: \$1.60; May 1, 2018 Increase: \$1.60; May 1, 2020 Increase: \$1.55.

NOTE:Residential work is defines as; single family/duplex or smaller. All other work is considered Commercial and should be paid accordingly.

H&H District 2: Please refer to the Minnesota Highway Heavy Agreement for Highway Heavy District 2 jurisdiction and wage rates.

Overtime rates are to be calculated by multiplying the gross wage (above) by 1.5 or 2.

Savings is an employee contribution and is subject to FICA and income tax withholding. It does not pyramid, meaning that the savings rate remains the same for each hour worked, regardless of whether the hour is straight time or overtime. It is to be calculated by multiplying the total number of all hours worked by the savings amount, and this amount is to be deducted from the employee's paycheck after all other withholdings.

Working dues deduction is 4% of an employee's hourly straight time pay. It is not an additional employer contribution and is subject to FICA and income tax withholding.



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CEMENT MASONS, PLASTERERS AND SHOPHANDS Local No. 633

of Minnesota, North Dakota, and NW Wisconsin · AFL-CIO
312 Central Avenue · Room 376 · Minneapolis, Minnesota 55414
Phone (612)379-1558 · Fax (612)379-1559

GREG MASSEY Financial Secretary Business Manager

DAVE SCHUTTA

President

JOSEPH DeRASMI Business Agent

BRIAN GULLICKSON Business Agent

GREG JOHNSON Business Agent

JEROME JOHNSON Business Agent

MICHAEL KRAHN Business Agen

DARRELL LENDE Business Agent

MICHAEL SYVERSRUD Business Agent

THOMAS REGER Apprentice Coordinator TO: ALL DULUTH AREA CONTRACTORS

ATTN: PAYROLL DEPT

RE: 2017 WAGE RATES - BUILDERS DIVISION

This Agreement shall govern work done in the areas defined as follows: All of the following counties: Aitkin, Carlton, Cook, Lake and that part of Pine County north of the northern boundaries of Dell Grove, Sandstone and Danforth townships, and that part of St. Louis County south of Co Rd 967 which is two miles north of cotton on Hwy #53, as well as the following counties in Wisconsin: Douglas, Bayfield, Washburn, Sawyer and Price.

EFFECTIVE MAY 1, 2017

BASIC	HEALTH	HRA	PENSION	SAVINGS	TRAIN	FCF	TOTAL
WAGE*	&		†1				
	WELFARE						
31.96	7.48	1.25	8.59	(5.42)	.46	.02	49.76

*The Basic Wage before the deduction of savings is the straight time wage used in determining overtime. (EXAMPLE: 1.5 X \$31.96 = \$47.94 TAXED, THEN MINUS \$5.42 FOR SAVINGS EACH HOUR) After all taxes are deducted from the Basic Wage rate, \$5.42 per hour for each hour worked shall be deducted and applied to the Minnesota Cement Masons Savings Plan.

Foreman: \$2.00 above basic wage

APPRENTICE RATES:

UP TO 1000HRS	70%	22.38
1001-2000 HRS	75%	23.97
2001-3000 HRS	80%	25.57
3001-4000 HRS	85%	27.17
4001-5000 HRS	90%	28.77
5001-6000 HRS	95%	30.37



Wage and Fringe Benefits: January 1, 2018

To: All Employers doing business within the jurisdiction of IUEC Local 9
Subject: Wage Rate effective January 1, 2018 – IUEC Local 9
Minnesota, North Dakota and Western Wisconsin

In accordance with the provisions of Article V of the current labor agreement (2012-2017)

Between all signatory employers and the International Union of Elevator Constructors, the following rates shall be effective on January 1, 2018

Mechanic in Charge(112.5%)	\$54.41
Mechanic(100.0%)	\$48.36
4 th Year Apprentice(80.0%)	\$38.69
3 rd Year Apprentice(70.0%)	\$33.85
2 nd Year Apprentice(65.0%)	\$31.43
1st Year Apprentice(55.0%)	\$26.60
Probationary Apprentice/Helper(50.0%)	\$24.18

The company will make fringe benefit contributions per hour worked in accordance with the following schedule:

Health Benefit Plan	\$15.425
Pension	\$ 9.71
Annuity	\$ 6.90
Education	
Work Preservation	\$.36
Total	\$33,005

Vacation: 6% Hourly pay under 5 years 8% Hourly pay over 5 years

Holidays: New Year's Day – Memorial Day – Independence Day – Labor Day – Veteran's Day – Thanksgiving Day – Day after Thanksgiving Day and Christmas Day

Local 106 Glaziers Wage Rates Effective May 1, 2017

Journeyperson Wage Rates:

Health &

Check-off Dues** \$1.93 \$1.72 \$2.70 \$2.70 Vac \$49.46 Total \$43.53 DC82/FCF \$0.01 \$0.01 \$ 0.10 STAR \$ 0.10 \$0.10 \$0.10 LMCI \$0.54 \$0.10 \$0.01 \$0.54 \$0.10 \$0.01 FCF Pension DC Plan ETI/UM FTI/NT'L \$4.05 \$4.05 \$6.52 Welfare \$7.45 \$7.45 \$24.65 \$30.58 Base Auto Glass Glaziers

Apprentices Indentured BEFORE May 1, 2014:

Health &

Check-off Dues** \$1.40 \$1.45 \$1.50 \$1.82 \$1.61 \$1.72 \$2.16 \$2.43 \$1.49 \$1.89 \$1.62 Vac \$43.34 \$46.40 \$40.29 \$35.70 \$37.23 \$34.17 Total DC82/FCF \$0.01 \$0.01 \$0.01 \$0.01 \$0.01 \$0.01 \$ 0.10 STAR \$ 0.10 \$ 0.10 \$ 0.10 \$ 0.10 \$ 0.10 \$0.10 \$0.10 \$0.10 \$0.10 \$0.10 \$0.10 \$0.01 \$0.01 \$0.01 \$0.01 \$0.01 \$0.01 \$0.10 \$0.10 Pension DC Plan FTI/UM FTI/NT'I \$0.10 \$0.10 \$0.10 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$0.54 \$4.05 \$4.05 \$4.05 \$4.05 \$4.05 \$4.05 \$6.52 \$6.52 \$6.52 \$6.52 \$6.52 \$6.52 Welfare \$7.45 \$7.45 \$7.45 \$7.45 \$7.45 \$7.45 \$15.29 \$24.46 \$18.35 \$27.52 \$16.82 Base \$21.41 4001-5000 80 5001-6000 90 % 20 1001-2000 55 2001-3000 60 3001-4000 70 Hours 0-1000

Apprentices Indentured on or AFTER May 1, 2014:

	Total Vac *	\$32.15 \$1.35	\$33.88 \$1.49	\$0.01 \$35.61 \$1.62 \$1.45	\$39.07 \$1.89	\$42.53	\$46.00 \$2.43
	_,	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
- 1	<u>LMCI</u>	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
	FCF	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
	FTI/NT'L			\$0.10			
		\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54
	<u>DC Plan</u>	\$2.03	\$2.23	\$2.43	\$2.84	\$3.24	\$3.65
	Pension [\$6.52	\$6.52	\$6.52	\$6.52	\$6.52	\$6.52
Health &	Welfare	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45	\$7.45
	<u>Base</u>	\$15.29	\$16.82	2001-3000 60 \$18.35	3001-4000 70 \$21.41	4001-5000 80 \$24.46	\$27.52
	%	20) 55	09 () 70) 80	06 (
	Hours	0-1000	1001-2000	2001-3000	3001-4000	4001-5000	5001-6000

^{*}The Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare Contribution.

Revised 3/22/17

LOCAL UNION #242

Effective Dates	05/31/15		05/29/16		06/04/17	
JW Rate	\$33.90		\$34.92	-	\$35.90	
Foreman	12.5%		12.5%		13.0%	
General Foreman	22.5%		22.5%		23.0%	
NEBF	3.00%	\$ 1.02	3.00%	\$ 1.05	3.00%	\$ 1.08
Vacation	11.00%	\$ 3.73	11.00%	\$ 3.84	11.00%	\$ 3.95
H&W	27.64%	\$ 9.37	27.21%	\$ 9.50	26.88%	\$ 9.65
Local Pension	13.55%	\$ 4.59	13.55%	\$ 4.73	13.55%	\$ 4.86
Annuity	16.00%	\$ 5.42	16.00%	\$ 5.59	16.00%	\$ 5.74
**Total Package	\$58.05	 	\$59.65	 	\$61.20	
LLMCC Employee .02	\$58.03		\$59.63		\$61.18	
Total Package %	71.19%		70.76%		70.43%	

**These total packages do not include Apprenticeship (1%), NECA Service Charges (1.25%), Admin. Maint. Fund (.006%/hr.), NLMCC (.01 cent/hr.), or LLMCC (.04 cents/hr.).

Apprenticeship Service Charge	1% / .34 1.25% / .42	1% / .35 1.25% / ,44	1% / .36 1.25% / .45	
NLMCC	0.01	0.01	0.01	
Local LMCC	0.04	0.04	0.04	
Admin Maint Fund	0.20	0.21	0.22	
	1.01	1.05	1.08	

401k deduction - \$1.00, \$3,00 & \$5.00 per hour (at employees discretion)

Subsistance for all jobs outside of 35 mile radius of Lake Ave & Superior Street in Duluth - \$15.00 Subsistance for all jobs outside of 70 mile radius of Lake Ave & Superior Street in Duluth - \$50.00

DULUTH APPRENTICE WAGE RATE INFORMATION 6th 6,500 - 8,000 85% Full Benefits - 5th year \$30.52 5th 5,000 - 6,500 75% \$26.93 Full Benefits - 4th year 4th 3,500 - 5,000 65% \$23.34 Full Benefits - 3rd year 3rd 2,000 - 3,500 55% \$19.75 Full Benefits - 2nd year 2nd 1,000 - 2,000 50% \$17.95 H & W / NEBF - 1st year 1st 0 - 1,00045% \$16.16 H & W / NEBF

Section 1. General Provisions. The provisions of this Section 1. shall apply to all work performed within all Regions of the Union.

- A. Apprentices. Employer's signatory to this Agreement shall be bound by the current approved Apprenticeship Standards established by the Trustees of the Twin Cities Iron Workers Apprenticeship and Training Fund and by applicable Federal
- (1) All pay rates, including but not limited to starting pay rates and graduated pay increases, and all other terms and conditions of employment of all indentured Apprentices employed within the geographic jurisdiction of the Union shall be as agreed upon by the Trustees of the Twin Cities Iron Workers Apprenticeship and Training Fund, subject only to the following provision:
- (a) The starting wage rate for Apprentices shall be seventy percent (70%) of the Journeyman Base Wage Rate, plus all fringe benefits provided for in this Agreement. The Apprentice starting wage rate and subsequent step increases in the Apprentice wage rate shall become effective as of May 1 and November 1 of each calendar year. The initial Apprentice starting wage rate shall only become effective when the prospective apprentice candidate has successfully completed and complied with the apprentice acceptance standards as contained in the Apprentice Trade Standards adopted by the Twin Cities Ironworkers Apprenticeship and Training Fund. These prerequisites include taking the JAC assessment test, appearing for oral interviews before the JAC, passing the drug/alcohol screen and completing the full orientation session and only then becoming a fully indentured apprentice.
- B. Stewards. There shall be a job steward on each jobsite who shall be appointed by the Union and the job steward will handle such Union business as may be delegated to them by the authorized Union Representative to see that the terms and conditions of this Agreement are complied with.
- (1) The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and further, when Employees are laid off, the job steward will be the last Employee laid off, provided the job steward is capable of performing the work in question.

Section 2. For all work performed within Region A of the Union, the provisions of this Section 2. shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

	May 1, 201
alth	Apprenticeship

Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$37.45	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$61.19	\$0.04
				June 5, 201	6			
Base Wage Rate	Defined Benefit Pension	Defined Contribution Pension	Health & Welfare	Apprenticeship & Training Fund	IMPACT Fund	Fair Contracting Foundation	Total Package	Voluntary CAF
\$36.00	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$61.19	\$0.04

Payroll Deductions:

The Employer is required to deduct, from the Employee's after-tax wages, the following allocated amounts:

\$3.25 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off \$0.10 per hour worked for the Organizing Dues Check-Off

May 1, 2017

\$2.00 per hour increase, subject to future allocation......Total Package: \$63.19

May 1, 2018

- \$2.00 per hour increase, subject to future allocationTotal Package: \$65.19
- B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plusfringes.
- (1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees.
- (2) Leadman. When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus fringes

- (3) There shall be no restriction on the part of the Union as to the employment of Foremen or Leadmen, except as provided for in Subparagraphs (1) or (2) above. The Employer may employ on one piece of work as many Foremen (pushers) as in its judgment is necessary for the safe, expeditious and economical handling of the same. Foremen (pushers) and Leadmen shall be subject to all the terms and conditions of this Agreement.
- C. General Foreman. The minimum scale for General Foreman shall be \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes. Whether to hire a General Foreman will be the Employer's decision.
- D. Crew Size. No less than six (6) Employees and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on rigs for structural steel erection, no less than four (4) Employees and a Foreman shall be employed, except as provided for in Article 10 - MANAGEMENT RIGHTS AND EMPLOYEE DISCHARGE of this Agreement.
- (1) Riveting gangs shall be composed of not less than four (4) Employees at all times. Heaters shall have their fires going, ready to furnish hot rivets at the regular starting time.
- (2) When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang, except where emergencies arise which will require the Foreman to temporarily fill in

Section 3. For all work performed within Region B of the Union, the provisions of this Section 3 shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

May 1, 2016

Dusc	Demica	Demica	· · · · · · · · · · · · · · · · · · ·	Apprenticesting			· Ottai	· oranian y
Wage	Benefit	Contribution	&	& Training	Fund	Contracting	Package	CAF
Rate	Pension	Pension	Welfare	Fund		Foundation		
\$ 32.99	\$9.75	\$5.00	\$7.90	\$0.80	\$0.27	\$0.02	\$56.73	\$.04
				June 5, 201	6			
Base	Defined	Defined	Health	Apprenticeship	IMPACT	Fair	Total	Voluntary
Wage	Benefit	Contribution	&	& Training	Fund	Contracting	Package	CAF
Rate	Pension	Pension	Welfare	Fund		Foundation		
\$31.54	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$56.73	\$0.04

Payroll Deductions:

The Employer is required to deduct, from the Employee's after-tax wages, the following allocated amounts:

\$3.25 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off \$0.10 per hour worked for the Organizing Dues Check-Off

\$2.00 per hour increase, subject to future allocation......Total Package: \$58.73

May 1, 2018

- \$2.00 per hour increase, subject to future allocationTotal Package: \$60.73
- B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plus fringes.
- (1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees.
- (2) Leadman. When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus fringes.
- (3) There shall be no restriction on the part of the Union as to the employment of Foremen or Leadmen, except as provided for in Subparagraphs (1) or (2) above. The Employer may employ on one piece of work as many Foremen (pushers) as in its judgment is necessary for the safe, expeditious and economical handling of the same. Foremen (pushers) and Leadmen shall be subject to all the terms and conditions of this
- (C) General Foreman. The minimum scale for General Foreman shall be \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes. Whether to hire a General Foreman will be the Employer's decision.
- (D) Crew Size. No less than six (6) Employees and a Foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on rigs for structural steel erection, no less than four (4) Employees and a Foreman shall be employed, except as provided for in Article 10 - MANAGEMENT RIGHTS AND EMPLOYEE DISCHARGE of this Agreement.

Section 4. For all work performed within Region C of the Union, the provisions of this Section 4. shall apply.

A. The following Base Wage Rate, Fringe Benefit Fund contributions and approved deductions shall apply during the term of this Agreement:

				May 1, 2016				
Base	Defined	Defined	Health	Apprenticeship	IMPACT	Fair	Total	NDCC
Wage	Benefit	Contribution	&	& Training	Fund	Contracting	Package	
Rate \$32.15	Pension \$9.75	Pension \$5.00	Welfare \$7.90	Fund \$0.80	\$0.27	Foundation \$0.02	\$55.89	\$0.10
			J	June 5, 2016				
Base	Defined	Defined	Health	Apprenticeship	IMPACT	Fair	Total	NDCC
Wage	Benefit	Contribution	&	& Training	Fund	Contracting	Package	
Rate	Pension	Pension	Welfare	Fund		Foundation		
\$30.70	\$9.75	\$6.00	\$8.20	\$0.95	\$0.27	\$0.02	\$55.89	\$0.10

Payroll Deductions:

The Employer is required to deduct from the Employee's after-tax wages, the following allocated amounts:

\$2.50 per hour worked for the Savings Plan

Five percent (5%) of the Employee's gross wages for the Working Dues-Check Off \$0.10 per hour worked for the Organizing Dues Check-Off

*The Employer agrees to contribute an additional ten cents (\$.10) per hour worked, over and above the Total Package amounts set forth in this Agreement, for all bargaining unit work performed on sites covered by the North Dakota Construction Council (NDCC) and payable to the NDCC in accordance with the terms and conditions contained in the July 1, 2010 Letter of Understanding Relating to the North Dakota Construction Council (NDCC) between the parties to this Agreement.

May 1, 2017

May 1, 2018

\$2.05 per hour increase, subject to future allocationTotal Package: \$60.14

- B. Foreman. The minimum scale for Foreman shall be \$2.50 per hour above the Journeyman Base Wage Rate, plusfringes.
- (1) When three (3) or more Employees are employed, one shall be selected by the Employer to act as Foreman and shall receive Foreman's wages, and the Foreman is the only representative of the Employer who shall issue instructions to the Employees
- (2) Leadman. When two (2) or less Employees are employed on a job site, one shall be selected by the Employer to act as Leadman. The minimum scale for a Leadman shall be \$1.00 per hour above the Journeyman Base Wage Rate, plus frience.
- C. General Foreman. In the event there are three (3) or more Iron Worker Foremen on the jobsite employed by the same Employer, the Employer shall then appoint a General Foreman in addition to the three (3) or more other Foremen on site and the General Foreman shall receive \$4.00 per hour above the Journeyman Base Wage Rate, plus fringes.
- (1) The General Foreman and the Job Superintendent shall reserve the authority to terminate Employees at their discretion.
- **D. Crew Size.** On structural steel erection jobs within all Regions of the Union, four (4) Employees and a Foreman are required. However, on those structural steel erection jobs of eight (8) hours or less of actual erection by a crane (including the unloading and distribution of materials), the number of Employees and Foreman employed shall be left to the discretion of the Employer. (See SUPPLEMENTS Schedule 2 WAGES, Sections 2, 3 and 4 for Foreman requirements)
- E. Diver Classification. Employers signatory to this Agreement agree that all underwater (U/W) work in connection with new construction, repair, salvage, revision including photography (stills & video) in connection with this work will be the work of the Ironworker.
- (1) All divers reporting to work will furnish their own mask, fins, weight belt, dry or wet suit and safety harness. All other equipment, standard or safety, shall be furnished by the Employer.
- (2) Hiring. Any dive crew will consist of: Dive Supervisor and two divers (3 minimum).
- (3) Wages. Dive Supervisor: \$50.00 per hour, Diver: \$40.00 per hour. Fringes and subsistence to be in addition to above wages.
- (a) Anyone required to dive will be paid divers' rate of pay. These rates will apply to depths of O feet to 60 feet. All dives deeper than 61 feet will be negotiable between dive supervisor and Employer.
- (b) The above rates shall apply to the hours during which the crew performs underwater work only. All work performed before and after the underwater work shall be at the established rates set forth in this Agreement.

(4) All other conditions and terms are governed by this Agreement.

Schedule 3 - SHIPPING. The provisions of this Schedule 3 shall only apply to Regions A and B of the Union.

A. Employees shipped to jobs or work out of the jurisdiction of the Union shall transportation, traveling time and expenses, providing they remain on the job thirty (30) days, or until the job is completed, if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular rate for such time or such Employee shall be shipped back to the shipping point with time and transportation paid by the Employer. Employees shipped to any job through the Union and who fail to live up to the Agreement they were shipped under, or refuse to work, shall be held responsible by the Union and the Employer shall be reimbursed by the Union for the actual expenses incurred.

Schedule 4-BREAK

- **A.** The Employee shall be entitled to a break in the forenoon and afternoon and shall not otherwise hinder the progress of the job. The break shall not exceed ten (10) minutes from the time the Employee stops working until work is resumed and shall be taken in close proximity to the Employee's workstation. Breaks shall be taken at least one (1) hour before lunch and one (1) hour before quitting time, except as noted in Subparagraph A(1) below.
- (1) When the Employer establishes a 6:00 a.m. start time, as set forth in Schedule 1 HOURS OF WORK, Subparagraph A(1), and upon mutual consent of the Union and the Employer, the Employee shall be entitled to take either:
 - (a) Two (2) breaks of ten (10) minutes each in the forenoon, or
- (b) A ten (10) minute break in the forenoon coupled with a forty (40) minute lunch period.
- (c) It is understood that when a 6:00 a.m. start time is implemented, there will be no breaks taken in the afternoon.
- **B.** When Employees are required to work a ten (10) hour shift, they shall be entitled to a ten (10) minute break in the forenoon and a fifteen (15) minute break in the afternoon.
- C. When Employees are continuously employed for more than ten (10) hours, they shall be entitled to an additional ten (10) minute break for each additional two (2) hoursworked.
- D. It is understood that all breaks shall be taken under the normal guidelines for breaks as set forth in Paragraph A. above.

Schedule 5 - CALL IN PAY

Section 1. For all work performed within Region A of the Union, the provisions of this Section 1. shall apply.

- A. An Employee who is called to work and who reports to work at the regular starting time and for whom no work is provided shall receive a minimum of two (2) hours pay at the applicable rate of pay for so reporting - provided the Employee remains on the job site.
- **B.** An Employee who is called to work and who reports to work at the regular starting time and who commences work shall receive a minimum of four (4) hours pay, at the applicable rate of pay provided the Employee remains on the job site.
- C. When an Employee is called to work, reports to work at the regular starting time, commences work and is prevented from continuing work due to inclement weather only, the Employee shall receive pay, at the applicable rate, for the actual time worked on the job site but in no event shall the Employee be paid less than two (2) hours.

Section 2. For all work performed within Region B of the Union, the provisions of this Section 2. shall apply.

A. When Employees are called to work and not put to work, they shall receive a minimum of two (2) hours pay. If they are called to work and commence work, they shall receive a minimum of four (4) hours pay. The above, however, does not apply in case of inclement weather or because of any factor beyond the control of the Employer. EXCEPTION: In the case of inclement weather, when Employees drive more than fifty (50) miles to the jobsite and remain on the jobsite for the two (2) hours, they shall receive the two (2) hours reporting pay.

Section 3. For all work performed within Region C of the Union, the provisions of this Section 3. shall apply.

A. When the Employee is ordered by the Employer or the Employer's representative to report for work and through no fault of the Employee is not put to work, or is employed for less than two (2) hours, the Employer shall pay the Employee

BUILDING WAGE RATES

Duluth/Cloquet Local #1091

Effective May 1, 2017:

(Taxable)

(Taxable)

	(Taxable)	(,	anabic)												
Class	Wages	Va	cation	Н	I & W	Pe	ension	Trn	g/Appr	L	ECET	9	SAFE	Total	
1	\$ 24.89	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	0.08	\$	0.15	 \$ 42.84	
2	\$ 25.04	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	0.08	\$	0.15	 \$ 42.99	
3	\$ 25.29	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	0.08	\$	0.15	 \$ 43.24	
4	\$ 25.59	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	0.08	\$	0.15	 \$ 43.54	
5	\$ 22.54	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	80.0	\$	0.15	 \$ 40.49	
Example:	Apprent	ice	at 80%	% o f	Class	1 (ONLY								
Class 1	\$ 19.91	\$	2.40	\$	7.75	\$	7.25	\$	0.32	\$	0.08	\$	0.15	 \$ 37.86	

Foreman/Leadman \$1.50 above highest classification employed in.

Effective May 1, 2018 - \$1.60 increase per hour Effective May 1, 2019 - \$1.60 increase per hour

"All" Fringes are to be sent to:

Minnesota Laborers' Fringe Benefits Fund P. O. Box 124 Minneapolis, MN 55440-0124 (651) 256-1800

^{***} Vacation is a taxable wage and shall be paid for all hours worked and at 1 1/2 or 2 times the hourly rate when overtime is worked.

BUILDING WAGE RATES Duluth/Cloquet Local #1091

ARTICLE 28 – SUBSISTENCE

- A. Subsistence pay shall be paid to the Employees at the rate of \$30.00 for each working day on the job, on jobs located more than 40 miles from the nearest point of the city limits of Virginia or Duluth.
- B. Provided, that on jobs located outside of the 40 mile perimeter, subsistence shall not be paid to any Employee living within 40 miles of the job site.
- C. Provided, further, that where Employees are eligible to receive subsistence under (1) and (2) above are required to report to work, but are unable to work because of inclement weather or other conditions beyond the control of the Employer, the Employee shall nevertheless receive subsistence pay for that day.
- D. Provided, further, that when a holiday falls on a Tuesday, Wednesday, or Thursday, the Employee is eligible to receive subsistence pay under (1) and (2) above shall receive subsistence pay for that day.
- E. Provided, further, that mileage is determined by the distance traveled on the most direct route by road.
- F. Home of record is defined as the Employee's permanent domicile as recorded on official Union records, subject to verification by the Union. It is the Employees responsibility to establish his home of record to the satisfaction of the Employer.

ARTICLE 29 – WAGES

Effective Date	Gross	Dues	Savings	Health	DB Pension	DC Pension	App/Ed	MW Fund	Total
May 3, 2015	\$32.57	-\$1.30	-\$3.50	\$6.33	\$5.90	\$1.90	\$0.60	\$0.05	\$47.35
May 1, 2016	\$1.75 In	crease to	be Allocat	ed					\$49.10
May 7, 2017	\$1.85 In	crease to	be Allocat	ed					\$50.95

ARTICLE 30 – WORK PRESERVATION

The parties acknowledge that due to market conditions within the "Construction Market", wage reductions may be necessary to enable the Contractor and the Union to obtain work. Such reductions are available upon mutual agreement between labor and management. If the Union agrees to such reductions, they shall be made available to all signatory contractors bidding or negotiating the project. It is the Union's sole discretion to determine whether wage reductions are put into effect.

ARTICLE 31 – MILLWRIGHT FUND

UBC Millwrights Labor-Management Industry Promotion Fund - In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of five (\$.05) per hour worked for each millwright employee covered by this agreement to the UBC Millwrights Labor-Management Industry Promotion Fund ("Millwright Fund"). Payment shall be

WAGE RATES

WAGES EFFECTIVE MAY 1, 2016 ZONE 1 (See Wage District Map)

\$1.65+.25 HRA Increase

		2% of Gross W Excludin	ng			Apprenticeship]	'Voluntary" NOT Included In Total Pkg
Group	Wages	Fringes	H&W	HRA	Pension	Training	Total	FCF \$.02***	C.A.F. \$.04**
1	\$39.14	*	\$9.10	\$.50	\$8.30	\$.50	\$57.54	\$.02	\$.04
2	38.80	*	9.10	.50	8.30	.50	57.20	\$.02	.04
3	37.39	*	9.10	.50	8.30	.50	55.79	\$.02	.04
4	37.05	*	9.10	.50	8.30	.50	55.45	\$.02	.04
5	36.13	*	9.10	.50	8.30	.50	54.53	\$.02	.04
6	34.62	*	9.10	.50	8.30	.50	53.02	\$.02	.04
7	33.50	*	9.10	.50	8.30	.50	51.90	\$.02	.04
8	31.49	*	9.10	.50	8.30	.50	49.89	\$.02	.04

WAGES EFFECTIVE MAY 1, 2016 ZONE 2 (See Wage District Map)

\$1.65+.25 HRA Increase

Group	Wages	2% of Gross W Excludin Fringes		HRA	Pension	Apprenticeship	Total		"Voluntary" NOT Included In Total Pkg C.A.F. \$.04**
1	\$37.25	*	\$9.10	\$.50	\$8.30	\$.50	\$55.65	\$.02	\$.04
2	36.93	*	9.10	.50	8.30	.50	55.33	.02	.04
3	35.60	*	9.10	.50	8.30	.50	54.00	.02	.04
4	35.28	*	9.10	.50	8.30	.50	53.68	.02	.04
5	34.37	*	9.10	.50	8.30	.50	52.77	.02	.04
6	32.95	*	9.10	.50	8.30	.50	51.35	.02	.04
7	31.89	*	9.10	.50	8.30	.50	50.29	.02	.04
8	30.00	*	9.10	.50	8.30	.50	48.40	.02	.04

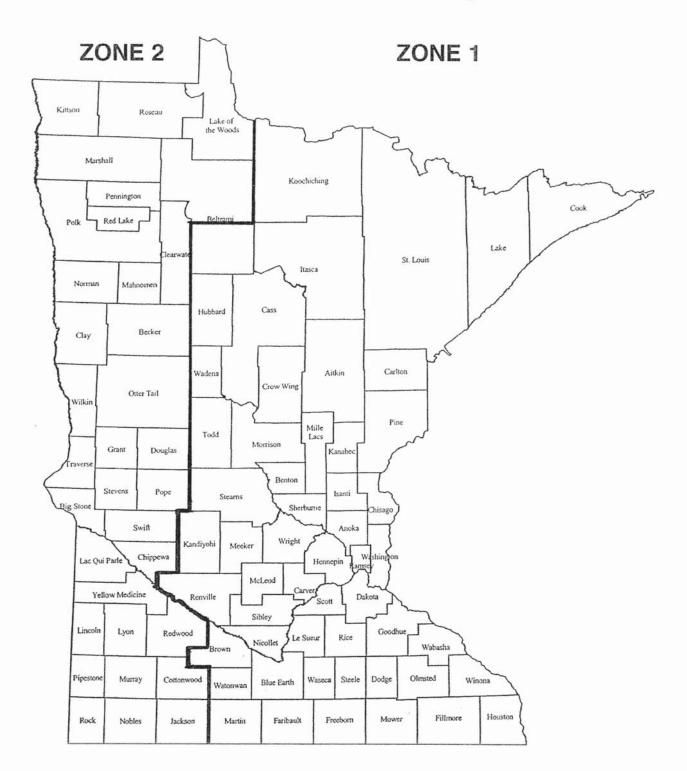
^{*} Refer to Administrative Dues below

^{**}Refer to Contract Administration Fund (C.A.F.)

^{***}Refer to Fair Contracting Foundation (FCF)

I.U.O.E. LOCAL 49

Minnesota Builders Contract Wage Zones



Local 106 Painters & Drywall Wage Rates **Effective May 1, 2017**

Journeyperson Wage Rates:

		Health &												Check-off
	Base	Welfare	Welfare Pension DC Plan FTI/UM	DC Plan		FTI/NTL	FCF	LMC	MPWEA STAR	STAR	DC82/FCF	Total	Vac *	Dues**
Res., Comm. & Indus. Repaint	rt													
Class I	\$28.83	\$7.45	\$5.82	\$5.82 \$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.10 \$0.03	\$ 0.10	\$0.01	\$46.98	\$46.98 \$3.00	\$1.84
Class II	\$29.43	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$47.58	\$3.00	\$1.87
	Base	Health & Welfare	lealth & <u>Welfare</u> <u>Pension DC Plan</u> <u>FTI/UM</u>	DC Plan		ETI/NT!L	띰	LMCI	MPWEA STAR	STAR	DC82/FCF	Total	Vac *	Check-off Vac * Dues**
New Comm. & New Indus.														
Class I	\$30.33	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.10 \$0.03	\$ 0.10	\$0.01	\$48.48	\$48.48 \$3.00 \$1.90	\$1.90
Class II	\$30.93	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$49.08	\$3.00	\$1.92

Foremen in charge of five (5) or more journeypersons shall be paid \$1.00 per hour over the journeyperson rate.

Fair Contracting Foundation: \$0.01 paid by employer, \$0.01 paid by employee from Total Package.

Painter Apprentice

		Health &												Check-off
Hours %	Base	Welfare	Pension DC Plan FTI/UN	DC Plan	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA	STAR	DC82/FCF	Total	Vac *	Dues**
0-1000 50	\$15.17	\$7.45	\$5.82	\$4.00 \$0.53	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01		\$1.50	\$1.37
1001-2000 55	\$16.68	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01		\$1.65	\$1.42
2001-3000 60	\$18.20	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01		\$1.80	\$1.47
3001-4000 70	\$21.23	\$7.45	\$5.82	\$4.00 \$0.53	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$39.38	\$2.10	\$1.58
4001-5000 80	\$24.26	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01		\$2.40	\$1.68
5001-6000 90	\$27.30	\$27.30 \$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01		\$2.70	\$1.79

Drywall Taper Appr

	Health &												Check-off
	Welfare		Pension DC Plan FTI/UN	FTI/UM	FTI/NT'L	FCF	LMCI	MPWEA		DC82/FCF	Total	Vac *	Dues**
\$15.47	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$33.62	\$1.50	\$1.38
\$18.56	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$36.71	\$1.80	\$1.48
\$21.65	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$39.80	\$2.10	\$1.59
\$23.20	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$41.35	\$2.25	\$1.65
\$24.74	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$42.89	\$2.40	\$1.70
\$26.29	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$44.44	\$2.55	\$1.76
\$27.84	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03		\$0.01	\$45.99		\$1.81
\$29.38	\$7.45	\$5.82	\$4.00	\$0.53	\$0.10	\$0.01	\$0.10	\$0.03	\$ 0.10	\$0.01	\$47.53	\$2.85	\$1.86

*This Vacation Contribution is included in the taxable wage listed above, then deducted and remitted along with your Health & Welfare contribution.

PLUMBERS & STEAMFITTERS LOCAL #11 4402 AIRPARK BLVD. DULUTH, MN 55811

JEFFREY DAVEAU SR. BUSINESS MANAGER 218-727-2199 PHONE 218-727-2298 FAX

WAGE & BENEFIT REVISION EFFECTIVE MAY 15, 2017

BUILDING TRADES JOURNEYMAN

Base Pay Savings Fund Dues Check off Building Fund Organizing Fund UA-PEC Local PAC	\$36.53 2.00 1.07 .20 .15 .05 .01
Death Assessment Total Taxable	.01 \$40.02
Fringes	
Health & welfare	7.45
H R Fund	.20
Local Pension	6.25
National Pension	.78
Money Purchase	4.00
Training Fund	.50
International Training Fun	d .10
Industry Fund	.35
H.V.A.C	.25
Total Fringes	<u>\$19.88</u>
Total package	<u>\$59.90</u>

Foreman \$2.50 over Base Pay General Foreman \$3.50 over Base Pay

ARTICLE IX WAGES/BENEFITS

The minimum rate of wages for journeymen and apprentice roofers covered by this Agreement shall be as follows:

Wages/Benefits Roofers Local Union 96 - Duluth Area

Effective July 1, 2016 Through June 30, 2017

		Basic Hourly	Vac. After	Assess. After	Taxable Wage	National Pension	Educ Fund	Annuity Fund	Health/ Welfare	H&W HRA	Appr. Training	Roofing	Total
Clessifi	antina								0-800-0			Industry	Cost to
Classifi	cation	Wage	Taxes	Taxes	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Employer
Journey	yman	30.00	2.50	0.50	33.00	3.55	0.03	3.09	7.60	0.50	0.35	0.30	48.42
orema	an	32.00	2.50	0.50	35.00	3.80	0.03	3.09	7.60	0.50	0.35	0.30	50.67
Appren	tice Percentages	Based on H	Hours Work	ed for Advan	cement:								
55%	A 0-250	17.75		0.40	18.15	0.25	0.03				0.35	0.30	19.08
55%	B 251-1500	17.75		0.40	18.15	0.25	0.03		6.00		0.35	0.30	25.08
60%	1501-2500	19.30		0.50	19.80	0.25	0.03	0.25	7.00		0.35	0.30	27.98
reeze	Unless 144 Hou	rs (Phase 1)	of Related	Training is C	ompleted								
65%	2501-3000	20.95		0.50	21.45	0.50	0.03	0.50	7.60	0.50	0.35	0.30	31.23
70%	3001-3500	22.60		0.50	23.10	0.50	0.03	0.50	7.60	0.50	0.35	0.30	32.88
75%	3501-4000	24.25		0.50	24.75	0.50	0.03	0.50	7.60	0.50	0.35	0.30	34.53
80%	4001-4500	23.40	2.50	0.50	26.40	0.75	0.03	0.75	7.60	0.50	0.35	0.30	36.68
reeze	Unless 288 Hou	rs (Phase 2)	of Related	Training is C	ompleted								
85%	4501-5000	25.05	2.50	0.50	28.05	0.75	0.03	0.75	7.60	0.50	0.35	0.30	38.33
90%	5001-5500	26.70	2.50	0.50	29.70	1.00	0.03	0.75	7.60	0.50	0.35	0.30	40.23
95%	5501-6000	28.35	2.50	0.50	31.35	1.00	0.03	0.75	7.60	0.50	0.35	0.30	41.88

Advancement to Journeyman if All Related Training (Phase 3) is Completed and 6000 Hours Worked

Due: July 1, 2017: \$1.30 July 1, 2018: \$1.30 July 1, 2019: \$1.40 July 1, 2020: \$1.40

Expiration date: June 30, 2021

COMMERCIAL & INDUSTRIAL SHEET METAL WAGE RATES

EFFECTIVE MAY 1, 2017 - April 30, 2018

SOUTHERN ST. LOUIS, AITKIN, CARLTON, LAKE, COOK, AND DOUGLAS COUNTIES

Journeyman Foreman General Foreman	#		TAXABLE BASE* \$32.30 34.30 36.30	\$ASMI \$1.70 1.70 1.70	Health Fund \$9.66 9.66	NATL PENSION \$11.96 11.96	SUPP. PENSION \$2.37 2.37	LOCAL 10 PENSION \$0.45 0.45	FCF & LOCAL T.F. \$0.64 0.64	SMOHI NEMI & ITI1 \$0.17 0.17 0.17	LOCAL SMOHI I.F. NEMI & DRUG & ITI TESTING 50.17 \$0.23 0.17 0.23 0.17 0.23	TOTAL PACKAGE \$59.48 61.48 63.48
General Forema	an An			1.70	98.6		2.37	0,45		0.17	0.23	63.48
Apprentice	HOURS											
	0-1000	යු සූ	17 77 19 06	1.07 1.07	9.66 93.6	6.58 7.06	1.30 1.40	0.25 0.27	0.64	0.17 0.17	0.23	37.67 39.61
	2001-3000	នុះ	20 35	: <u>1</u> 8	9.66	7.53	1.49	0.28	0.64	0.17	0.23	41.53
	3001-4000	93	21.96	173	9 66	8.13	1.61	0.31	0.64	0.17	0.23	43.96
	4001-5000	Ŋ	23.26	1.33	9.66	8.61	1.71	0.32	0.64	0.17	0.23	45.91
	5001-6000	78	24.55	<u> </u>	9.56	9.09	1.80	0.34	0.64	0.17	0.23	47 84
	6001-7000	80	25.84	_s & &	9.68	9.57	1.90	0.36	0.64	0.17	0.23	19 79
	7501-8000	84	27.13	1 48 8	95.0	10.05	1.99	0.38	0.64	0.17	0.23	51.73
Classified worker	3r											
	0-500	5	14.37	0.00	0.00	0.00	0.00	0.00	0.64	0.17	0.00	15.18
Plan B Single	501- on	3	14.37	0.00	3.24	2.80	0.00	0.00	0.64	0.17	0.00	21.22
Plan B Family 501-on	501-on	45	10.17	0.00	7.44	2.80	0.00	0.00	0.64	0.17	0.00	21.22

workers, the Vacation Fund deduction is \$.55 per hour and there is a \$.23 deduction for Organizing for a total deduction of \$.78. \$2.00 per hour for journeymen (\$1.00 per hour for apprentices) and \$.68 per hour for Organizing for both Journeymen and apprentices. For classified *The Taxable Base Pay rate includes \$2.68 Vacation and Organizing deduction for journeymen and \$1.68 for apprentices. The Vacation Fund deduction is

no longer a different SASMI rate for overtime hours on any classification. All SASMI hours are paid at the straight time rate SASMI NOTE: The SASMI rate for Foreman and General Foreman are the same as the rate for Journeymen and there is

Effective April 30, 2018 these will be a \$1.75 total package increase. The fringe benefit allocation will be made at those times

The current IRS mileage rate is \$.535

April 26, 2017



Shawn Broadrick Business Manager Brian W. Dunn Financial Secretary Theorems James E. Tucker
Providence-Organizer

Minnesota Breakdown of Wage and Benefit Package

Wage Rate	4/1/16	4/1/17	4/1/18	4/1/19	4/1/20
Wage Hate	\$35.08	\$36.33	\$37.58	TBD	TBD

Foreman's Rate:

\$2.75 above journeyman scale

General Foreman:

\$5.00 above journeyman scale (22+ men on job)

Local Union 669 has a 5% dues check-off; 2 1/2% for Apprentices Class 1-4

Payroll Deduction:

Extended Benefit Fund: \$.25 per hour for all hours worked payable to Local Union 669

Industry Advancement-State of Minnesota

Class 5 and higher \$.25 per hour for all hours worked payable to Local Union 669

Benefit Package

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Health & Welfare 4/1/16	\$8.77	per hour for all hours worked
Health & Welfare 1/1/17	\$9.17	per hour for all hours worked
Health & Welfare 1/1/18	\$9.67	per hour for all hours worked
Health & Welfare 1/1/19	\$10.02	per hour for all hours worked
Health & Welfare 1/1/20	TBD	
Health & Welfare 1/1/21	TBD	
Pension 4/1/16	\$6.05	per hour for all hours worked
Pension 1/1/17	\$6.20	per hour for all hours worked
Pension 1/1/18	\$6.40	per hour for all hours worked
Pension 1/1/19	\$6.60	per hour for all hours worked
Pension 1/1/20	TBD	
Pension 1/1/21	TBD	
Education 4/1/16	\$.35	per hour for all hours worked
Education 4/1/17	\$.37	per hour for all hours worked
Education 4/1/18	\$.42	per hour for all hours worked
International Training Fund 4/1/16	3\$.10	per hour for all hours worked
Industry Promotion 4/1/16	\$.25	per hour for all hours worked
Supplemental Pension 4/1/16	\$2.50	per hour for all hours worked
Supplemental Pension 4/1/17	\$2.65	per hour for all hours worked
Supplemental Pension 4/1/18	\$2.90	per hour for all hours worked
Supplemental Pension 4/1/19	TBD	
Supplemental Pension 4/1/20	TBD	
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Travel Expenses	4/1/16	1/1/17	1/1/18	<u> 1/1/19 </u>
0-60 miles	No expenses	No expenses	No expenses	No expenses
60-80 miles	\$17.50	\$19.00	\$19.00	\$19.00
80-100 miles	\$27.50	\$29.00	\$29.00	\$29.00
100+ miles	\$80.00	\$90.00	\$100.00	\$105.00

If you should have any additional questions, please feel free to contact Business Agent James Westby at (507) 493-5671 or this office.

Created May 2016

Road Sprinkler Fitters Local Union No. 669

7050 Oakland Mills Road • Suite 200 • Columbia, Maryland 21046

(410) 381-4300 • fax: (301) 621-8045 • www.sprinklerfitters669.org

SCHEDULE 9 - SUNDAY AND HOLIDAYS

- A. All work performed between midnight Saturday night and midnight Sunday night shall be classed as Sunday work and paid for at the rate of two (2) times the regular hourly rate; except as a regular shift which ends on Sunday or a holiday morning or begins at or after 6:00 p.m. on a Sunday or a holiday evening, shall be paid at the straight time rate.
- B. Work performed on Sundays and the following holidays shall be compensated for at the rate of two (2) times the regular hourly rate: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When Monday is designated and celebrated as one of the above listed legal holidays according to the regulations produced by the Federal government, they shall be observed as such.

DULUTH, SUPERIOR, AND IRON RANGE CONTRACTORS/BUILDERS SUPPLEMENTS - LOCAL 346

SCHEDULE 1 - CLASSIFICATIONS AND WAGES

Classifications:

GROUP 1

Boom Truck Operator

GROUP 2

Ready-Mix Driver
Tractor-Trailer Driver

GROUP 3

Driver and Warehouseman Foreman Mechanic (where required) Fork Lift Operator Tandem or 3 Axle Truck Driver

GROUP 4

Warehouseman
Farm Tractor Driver
Single or 2 Axle Truck Driver
Dumpman

May 1, 2014

Group	<u>Wages</u>	Health & Welfare	<u>Pension</u>
1 2	\$26.60	\$ 7.95	\$ 5.55
	\$26.05	\$ 7.95	\$ 5.55
3	\$25.85	\$ 7.95	\$ 5.55
	\$25.60	\$ 7.95	\$ 5.55

Boom Truck Operator to receive an additional 50¢ increase 1^{st} and 2^{nd} year above the current rate in effect.

May 1, 2015

Group	Wages	<u>Health & Welfare</u>	Pension
1 2 3	\$27.10 \$26.55 \$26.35 \$26.10	\$ 8.15 \$ 8.15 \$ 8.15 \$ 8.15	\$ 6.30 \$ 6.30 \$ 6.30 \$ 6.30

May 1, 2016

Group	Wages	Health & Welfare	Pension
1 2 3	\$27.75 \$27.20 \$27.00	\$ 8.35 \$ 8.35 \$ 8.35	\$ 6.90 \$ 6.90 \$ 6.90
4	\$26.75	\$ 8.35	\$ 6.90

All monies negotiated into the benefits will be used only as needed.

Note A: When a contractor deems it advisable to hire an Apprentice Mechanic, his scale shall be as follows:

1st Year: 70% of Class 1 scale 2nd Year: 85% of Class 1 scale

After second full year, 100% of Class 1 scale

Health & Welfare and Pension paid to Minnesota Teamsters Construction Division Fringe Benefit Funds, c/o Zenith Administrators, P.O. Box 31, Minneapolis, Minnesota 55440-